



QUOTATION: WCMY244-23_Commercial Proposal

(Please quote this number with all relevant sample submissions and refer to quotation validity below)

COMPANY:	Galaxy Aerospace (M) Sdn Bhd		
ATTENTION:	Mohd Sumaili Sulaiman	DATE:	12 th June 2023
EMAIL:	sumaili@galaxyaerospace.my	PHONE:	603-7455 0555
CLIENT REF/ PROJECT:	Spectroscopic Oil Analysis Program (SOAP)	NO. OF PAGES:	5
FROM:	ELISA LIONG LI PO	VALID UNTIL:	11 TH JUNE 2024

Dear En Sumaili,

Thank you for providing ALS the opportunity to submit this quotation covering your analytical testing requirements. ALS is very keen to work with you on this important project, delivering high quality data, good communication and timely and reliable service.

This quotation has been developed based on information provided. Please be inform that ALS will only support with analysis work. Thus, please refer to all sections within this quotation to ensure that we have scoped your project correctly. Please do not hesitate to contact ALS for updating or reissuing, should this be required.

Acceptance of this quotation is required within 90 days from date of issue. Please advise ALS (via email) upon acceptance, to allow sufficient time for preparation of the required sample containers.

Yours Sincerely,

Elisa Liong Li Po

Elisa Liong Li Po
R & D Chemist
Email: elisa.liong@alsglobal.com
ALS Laboratory Group
Tribology Division

Reviewed and Approved by,

Chin Teen Teen

Chin Teen Teen, PhD
General Manager
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ALS Laboratory Group

ALS Technichem (M) Sdn. Bhd.

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Environmental

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Project Scope/ Details:

Sample Type:	Engine Oil, Gear oil, Hydraulic oil
Sample No.:	TBA
Commence Date:	TBA

Turnaround Times

Standard laboratory turnaround time is 3 – 4 working days from receipt of samples for the routine tests performed in-house. Work orders received at the laboratory after 12pm are deemed received the following day for the calculation of turnaround times (TAT).

Accreditation

Our laboratory is SAMM-accredited (SAMM No. 147 and 509) for a large range of chemical tests and is certified to **ISO/ IEC 17025** Quality System for the provision of services for organic and inorganic environmental analysis. SAMM laboratories that are accredited by Department Standard of Malaysia are also part of the APLAC MRA for the mutual recognition of test reports. Other members of APLAC MRA include NATA and HOKLAS.

Important Conditions

ALS Technichem (M) Sdn. Bhd. provides an analysis service to customers at these prices on the following basis.

- (a) **Reliance on Results** - The service is subject to detection limits and confidence intervals inherent in our current methodology. If you wish to rely on the results of the analysis for any particular purpose, you must request information on detection limits and confidence intervals relevant to the results.
- (b) **Limitation of Liability** – The service is provided with due care and skill. However, any liability of ALS for breach of any condition or warranty is limited to supplying the service again or paying the cost of having the service supplied again. The customer releases and exempts ALS from any other civil liability for any error or negligence.
- (c) **Payment of Services** – The liability for payment of services rendered by ALS rests solely with the party named on the covering page of this quotation (hereinafter referred as the Client), and the invoice raised by ALS will be in the name of the Client.

If for any reason the Client wishes the invoice to be raised in the name of a third party, the client may apply to ALS in writing prior to submitting the samples to ALS for analysis. The acceptance or otherwise of this request is at the ultimate discretion of ALS.

Should ALS give its consent to the Client request, it does not have the effect of releasing the client from its ultimate liability for payment.

The quoted prices are offered to the Client only and ALS is under no obligation to offer the same rates to a third party.



Scope of Work

1. ALS shall cover the lube oil analysis where samples received from Galaxy Aerospace.
2. ALS shall supply sampling bottles, testing facilities with experienced analysts and sample collection required for the work. Galaxy Aerospace shall notify ALS at least one day ahead for sample collection or self-arrange to deliver the samples to ALS. All samples shall be retained in ALS warehouse for 1 month after test report released.
3. ALS will provide quotation to Galaxy Aerospace based on number of samples received. ALS will perform the test and submit the report within 3 – 5 working days upon receipt of Purchase Order (PO). The test report will be delivered via email.
4. ALS shall provide web-based and mobile-based tools accesses to Galaxy Aerospace for data management, reports viewing, and sample submission purposes.
5. For special case or urgent lube oil analysis, the analysis and report submission period shall be discussed and mutually agreed between Galaxy Aerospace and ALS.
6. Price increases shall be informed by ALS and supported by an official email or documentation.
7. ALS shall provide Delivery Order (DO) and invoice after test report released to Galaxy Aerospace.
8. ALS shall provide barcode stickers for bulk PO, especially TUDM project. The number of barcode stickers will be given based on bulk PO sent by Galaxy Aerospace.

Schedule of rate

1. ALS will analyze each oil types of samples following appropriate standard for test method as per below:

I. Existing Projects: Fennec, AW139 - KK Base, 9M-PMA (KK).

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Fluid Types: Engine, Gearbox, Hydraulic Oils

Remarks: All tests performed at ALS Technichem (M) Sdn Bhd, Shah Alam.

No.	Test Parameters	ALS Methodology Reference	Unit Price, MYR	6% SST, MYR	Total, MYR
1.	RULER	ASTM D6810	400.00	24.00	424.00
2.	Acid number	ASTM D664	90.00	5.40	95.40
3.	Water content by Karl Fisher	ASTM D6304	90.00	5.40	95.40
4.	Particle count	NAS 1638 or ISO 4406	150.00	9.00	159.00
5.	10 Elementals include Wear Metals, Contaminations & Additives	In-house (based on ASTM D5185)	250.00	15.00	265.00



II. Projects: TLDM – Lumut

Quotation No.: WCMY205-21

Fluid Types: Lube Oils

Remarks: Samples subcontracted to ALS Technichem (Singapore) Pte Ltd

No.	Test Parameters	ALS Methodology Reference	Unit Price, MYR	6% SST, MYR	Total, MYR
1.	Magwipe	In-house	300.00	18.00	318.00
2.	10 Elementals include Wear Metals, Contaminations & Additives	In-house (based on ASTM D5185)	300.00	18.00	318.00

ALS Technichem (M) Sdn. Bhd. – Terms & Conditions

1. ALS will provide the services described in the accompanying tender / quotation, (hereafter called “the commission”) to the customer.
2. ALS will provide the services by exercising the same degree of skill, care and diligence that would be exercised by professional service providers in similar circumstances.
3. The lodgement of an order or receipt of samples for analysis based on this commission will constitute acceptance of these Terms & Conditions by the customer.
4. This commission is valid for 90 days from the issue date unless specified otherwise.
5. ALS reserves the right to review prices at any time if significant changes to our costs are incurred that are beyond our control eg changes in legislative requirements; currency exchange rate or Customer variations to sample numbers, analytes requested, turnaround required, reporting requirements and such.
6. Payment terms are 30 days from the date of invoice, unless negotiated otherwise at the time of the commission. Any such variance from the standard payment terms must be stipulated separately in writing in the commission.
7. To the full extent permitted by law ALS excludes all warranties, terms, conditions or undertakings, (‘terms’) whether express or implied, in relation to the services, the report, or its contents. Where any legislation implies any terms in this commission that cannot be modified or excluded then such terms shall deem to be included. However, to the full extent permitted by law, ALS liability to the Customer is limited at ALS’s option to the re-performance of the service or the refund of the service fee. ALS is authorized to select and engage carriers, agents, and others, as required, to transport and deliver the goods, all of whom shall be considered as the agents of the Customer, and the goods may be entrusted to such agencies subject to all conditions as to limitation of liability of loss, damage, expense, or delay and to all rules, regulations, requirements and conditions whether printed, written, or stamped, appearing in bills of lading, receipts or tariffs issued by such carriers, and others. ALS shall under no circumstances be liable for any loss, damage, expense, or delay to the goods for any reason whatsoever when said goods are in Custody, possession or control of third parties selected by the Company to forward, enter and clear, transport or render other services with respect to such goods.
8. Without limiting the generality of clause 7, it is agreed that, to the full extent permitted by any applicable laws having jurisdiction, ALS will not be liable to the Customer or any other person for any special, indirect or consequential damages arising from the Customers use of ALS’s services or reports.
9. The Customer hereby releases and indemnifies and shall continue to release and indemnify ALS, its officers, employees and agents from and against all actions, claims, proceedings or demands (including any costs and expenses in defending or servicing same) which may be brought against it or them, in respect of any loss, death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any breach of any industrial or intellectual property rights, howsoever arising out of the use of the services or report of ALS.
10. The Customer acknowledges that it is the customer’s sole responsibility to make its own assessment of the suitability for any purpose of the service, report and its contents.
11. The service provided is subject to detection limits and confidence intervals inherent in our current methodology. Because each customer is reliant upon assay results for a particular purpose and often in a unique environmental/legislative context, it is the customer’s responsibility to inform him or herself fully as to ALS’s detection limits and confidence intervals relevant to that particular set of assay results.
12. The Customer will give written notice of all known safety or health hazards and special procedures applicable to the safe handling, testing, storage, transport and disposal of samples submitted. ALS may in its absolute discretion, refuse to provide services where it determines the provision of such services may pose a health or safety peril.



13. The Customer acknowledges that during the performance of the services the samples or parts thereof may be altered, lost, damaged or destroyed. ALS shall not be liable to the Customer or any third party for any samples so altered, lost, damaged or destroyed.
14. Subject to the Customers approval, and if ALS considers it appropriate, then ALS may engage a third party service provider. The Customer shall not unreasonably withhold such approval.
15. ALS may suspend or terminate its obligations under this commission if:
 - a) monies payable to ALS by the customer are outstanding 60 days or more (unless otherwise agreed)
 - b) other substantial breach by the customer of their obligations hereunder, which breach is not remedied within 30 days of written notice from ALS requiring the breach to be remedied by giving the Customer 60 days written notice of their intention to do so.
16. The Customer may terminate its obligations under this commission in the event of a substantial breach by ALS in its obligations hereunder, which breach has not been remedied within 30 days of written notice from the customer requiring the breach to be remedied.
17. ALS will retain customer data for 3 years only from date of final report.